

EXHIBIT A

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TO REGISTRATION STATEMENT

FEB 22 1 53 PM '71

Under the Foreign Agents Registration Act of 1938, as amended SECTION

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Sydney Morrell & Company, Inc. 152 East 78th Street New York, N. Y. 10021	2. Registration No. 1661
3. Name of foreign principal Victoria Promotion Trust Fund	4. Principal address of foreign principal 55 Exhibition Street - 4th floor Melbourne, Victoria 3000, Austr

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) Trust Fund

☐ Individual - State his nationality _____

6. If the foreign principal is a foreign government, state: N.A.

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: N.A.

a) Principal address:

b) Name and title of official with whom the registrant deals.

c) Principal aim:

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal Trust Fund - to develop State of Victoria in Australia

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal . . . Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal . . . Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The Victoria Promotion Trust Fund is subsidized by the Government of the State of Victoria, Australia. It was established for the purpose of promoting the City of Melbourne and the State of Victoria in overseas countries, particularly the United States, Canada and the United Kingdom, with a view to attracting tourist trade, capital investment and other benefits to the said City and State.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Furnish this exhibit for EACH foreign principal listed in an initial statement

Date of Exhibit A	Name and Title	Signature
January 21, 1971	Patricia A. Kendall Secretary-Treasurer	<i>Patricia A. Kendall</i>

EXHIBIT A

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

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REGISTRATION SECTION

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Sydney Morrell & Company, Inc.	Victoria Promotion Trust Fund

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding. We are engaged in informational activities on behalf of the Victoria Promotion Trust Fund with a view to attracting investment capital and tourist trade to the State of Victoria, Australia. We edit and publish a monthly 8-page Newsletter designed to encourage U.S. investment in Australia and sent to some 4,000 US business leaders. We distribute from time to time letters to officers of manufacturing firms in selected industrial categories inquiring as to the interest of manufacturers in licensing arrangements for the manufacture of their products in Victoria. We write and issue to the trade and financial press occasional news releases concerning commercial and economic developments in Australia. We offer our services to visitors to the US of state and business leaders of Victoria (including meeting them at the airport, escorting them to their hotels and arranging luncheons and miscellaneous entertainment). We correspond with US firms and industries interested in direct investment or licensing arrangements in Victoria.

UPDATE

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SEE

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See No. 4

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
January 21, 1971	Patricia A. Kendall, Secretary-Treasurer	<i>Patricia A. Kendall</i>

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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VICTORIA PROMOTION COMMITTEE, 54 EXHIBITION STREET, MELBOURNE, AUSTRALIA 3000
SYDNEY MORRELL

REGISTRATION SECTION

CHAIRMAN:
MR. SIR MAURICE NATHAN K.B.E.

MEMBERS:

HAROLD AUSTIN O.B.E.
D. FLETCHER JONES O.B.E.
SIR GEORGE LOCKER
SIR KENNETH LUKE O.B.E.
J. D. MACGIBSON O.B.E., O.B.E.
SIR CHARLES MOORHEAD O.B.E.
ALEX B. MORAY O.B.E.
H. G. A. OSBORNE
P. M. RAMSAY O.B.E.
OLIVER C. SHAUL
R. W. TURNER
G. P. H. WILSON O.B.E.
DIRECTOR: D. J. ANDERSON

8th October, 1970.

Messrs. Sydney Morrell & Co. Inc.,
152 East 78th Street,
NEW YORK, N.Y. 10021, U.S.A.

Gentlemen,

I refer to the Agreement dated the first of July, 1963 between the Victoria Promotion Committee and your Company for the provision of Public Relations Consultant Services on behalf of this Committee in respect of year ended June 30th. 1964. I refer also to subsequent correspondence which was served to renew this Agreement on an annual basis since that time.

I have been directed by the Committee to inform you of its resolve to appoint Sydney Morrell and Company Inc. as its Public Relations Consultants in the United States of America and the Dominion of Canada for a further period of one year ending June, 30th. 1971. This appointment is made on the same terms and conditions as those specified in the abovementioned formal Agreement dated July first, 1963, save and except that the fee specified in Clause 4, thereof is amended so as to provide for payment by the Victoria Promotion Committee to your Company during the period of engagement of a fee at the rate of \$U.S. 4000 (Four Thousand Dollars-U.S. Currency) per month. In addition, the Committee undertakes to pay "out-of-pocket" expenses of the nature described in Clause 4 of the aforementioned Agreement on submission by your Company of supporting vouchers.

I would be grateful if you would regard this letter as formal notification of the Committee's intentions in the foregoing connection.

Yours faithfully,


D.J. ANDERSON.

Director.

DJA/cah

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REGISTRATION SECTION

THIS AGREEMENT is made as at the First day of July One thousand nine hundred and sixty-three

B E T W E E N HAROLD JOSEPH AUSTIN of 233 Collins Street, Melbourne in the State of Victoria, Commonwealth of Australia, Newspaper Executive, JOHN CYRILL ADAMS of 473 Bourke Street, Melbourne aforesaid, Advertising Consultant, JAMES CHARLTON MACQUEBON of State Public Offices, Treasury Place, Melbourne aforesaid, Public Servant, WILLIAM JOHN KILPATRICK of 330 William Street, Melbourne aforesaid, Managing Director, ALBO BERNARD MCKAY of Wimbledon, London, England, Newspaper Executive, and MAURICE ARTHUR BARNARD of 152 Bourke Street, Melbourne aforesaid, Managing Director

(hereinafter called "the Trustees" which expression shall where the context admits or requires be deemed to include the survivors or survivor of them and other trustees or trustee for the time being of a fund called "the Victoria Promotion Trust Fund" established for the purpose of promoting the State of Victoria in overseas countries (particularly the United States of America, the Dominion of Canada and the United Kingdom) with a view to attracting investment capital, tourist trade and other benefits to the said State and more particularly referred to in a Declaration of Trust made by the Trustees on the first and second day of March One thousand nine hundred and fifty

of the one part

A N D SYDNEY MORRILL & COMPANY INC. a body corporate established pursuant to the laws of the State of Delaware in the United States of America and having its principal place of business at 152 East 78th Street, New York 2, New York (hereinafter called "the Company") as Public Relations Consultants

of the other

NOW THIS AGREEMENT WITNESSETH -

1. THE Company shall be and is hereby appointed pub

relational consultants in the United States of America and the Dominion of Canada for the Victorian Promotion Trust Fund which the Company has agreed to do.

2. THE engagement shall terminate on the thirtieth day of June One thousand nine hundred and sixty-four but either party may at any time give notice to the other terminating the engagement as from a date ninety days after service of the notice.

3. IN addition to all other duties to be carried out by the Company under this engagement the Company shall be responsible for and shall arrange at the cities of San Francisco and Los Angeles and at such other places as may be mutually agreed upon between the parties hereto for the reception of such visitors as are from time to time nominated by the Trustees and for the extension to such visitors all proper courtesies and assistance at such cities and other places and for a reasonable distance therefrom.

PROVIDED THAT nothing herein shall require the Company itself to establish any place of business or any special facilities in such cities or other places.

4. THE Trustees, from and after the First day of July One thousand nine hundred and sixty-three will pay the Company for its services during the period of the engagement at the rate of Two thousand nine hundred and sixteen and sixty-six cents per month and in addition on production to them of supporting vouchers will within thirty days of the receipt of such vouchers pay the Company out-of-pocket expenses necessarily incurred in performing such services. Such out of pocket expenses shall include -

- (a) Stationery and other supplies and mimeographing at cost to the Company, cables, telephone charges and postage approved by the Trustees from time to time.
- (b) Travelling, hotel and entertainment expenses to be approved by the Trustees from time to time.
- (c) Any expenditure in relation to projects under

- 3 -

ed to and approved by the Trustees including any expenditure incurred under Clause 3 hereof.

(d) Such other disbursements by the Company approved in writing by the Trustees.

5. THE fee payable to the Company under Clause 4 and reimbursements due to the Company shall be remitted by the Trustees each month to the Company at its address set out herein.

6. THE Company will furnish to the Trustees monthly progress reports and in addition will submit to the Trustees a detailed proposal with an estimate at cost of every project for their approval before incurring any expenditures upon such project.

7. NOTWITHSTANDING anything hereinbefore contained this agreement is conditional on the Company retaining during the term of the engagement the services of Mr. Sydney Morrell of 152 East 78th Street, New York 21, New York, in connection with the business of the Victorian Promotional Trust Fund. In the event of the said Sydney Morrell leaving the service of the Company for any reason whatsoever or failing for a continuous period of one month to personally supervise the business of the Company in pursuance hereof this agreement and engagement shall, at the sole option of the Trustees, which option shall be exercised by the Trustees by notice sent to the Company at any time after the happening of such event, forthwith cease and determine.

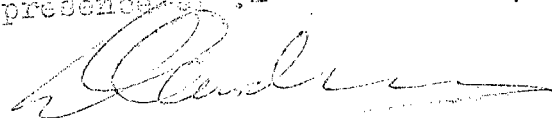
8. ANY notice, or other proceeding pursuant to or in connection with this agreement, to be served on or sent to either party by the other may be given by cable or airmail and shall be deemed to be duly served or received as it may be on the day after dispatch if given by cable or the seventh day after dispatch if given by airmail. Any such notice or other proceeding to be given by the Trustees to the Company shall be deemed to be properly given if signed by the Director for the time being of

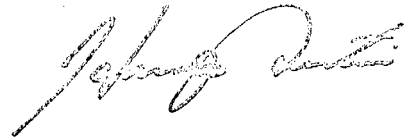
Victorian Promotion Committee on behalf of the Director
and sent as aforesaid to the Company at its address set
out herein and any such notice or other proceeding to be
given by the Company to the Trustees shall be deemed to be
properly given if sent as aforesaid to the Director of
the Victorian Promotion Committee at 129 Swanston Street,
Melbourne, Australia.

9. THIS Agreement shall be construed in accordance with
the law of the State of Victoria, Commonwealth of Australia
and the Company hereby agrees to submit to the jurisdiction
of the Courts of the said State.

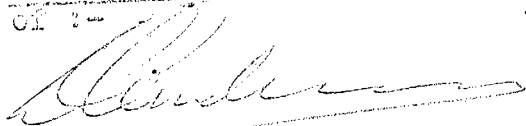
IN WITNESS whereof the parties hereto have set their hands
the day and year first hereinbefore written.

SIGNED by the said HAROLD
JOSEPH AUSTIN in the
presence of :-





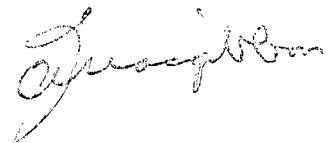
SIGNED by the said JOHN
CLIMMENCE in the presence
of :-



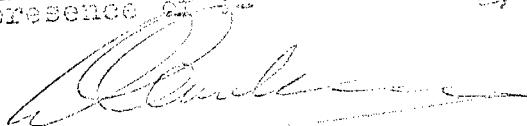


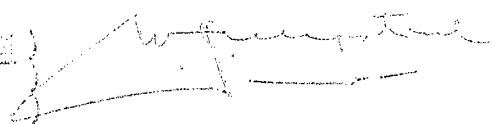
SIGNED by the said JAMES
CHARLTON HARRISON in the
presence of :-





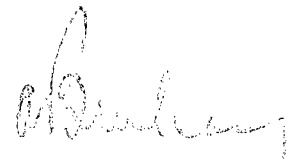
SIGNED by the said WILLIAM
JOHN KILPATRICK in the
presence of :-



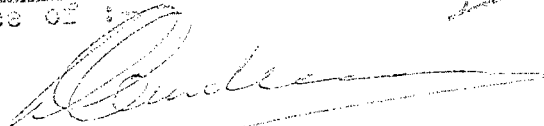


SIGNED by the said ALDO
HENSON McKAY in the pres-
ence of :-





SIGNED by the said MAURICE
ARNOLD HARRIS in the pres-
ence of :-





SYDNEY MORRELL & COMPANY, INC.
BY

...*Sydney Morrell*...
Sydney Morrell
President.